

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)**

IN RE: : **BK. No. 18-11548-mdc**
LYNN S. POINDEXTER :
Debtor : **Chapter No. 13**

**HSBC BANK USA, NATIONAL ASSOCIATION
AS TRUSTEE IN TRUST FOR CITIGROUP
MORTGAGE LOAN TRUST INC., ASSET
BACKED PASS THROUGH CERTIFICATES
SERIES 2003-HE3**

Movant

v.

LYNN S. POINDEXTER

Respondent

**NOTICE OF COVID-19 MORTGAGE FORBEARANCE AGREEMENT PURSUANT TO
LOCAL ORDER 20-3007**

The undersigned, Phelan Hallinan Diamond & Jones, LLP, are creditor's counsel in this matter.

1. Debtor currently has a mortgage with **HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE IN TRUST FOR CITIGROUP MORTGAGE LOAN TRUST INC., ASSET BACKED PASS THROUGH CERTIFICATES SERIES 2003-HE3**. The property address is 1538 WEST YORK STREET, PHILADELPHIA, PA 19132, Loan # ending in 2299. A Proof of Claim has been filed on the claim register at #4. A written/unwritten Notice of Payment Change/Forbearance is being filed on the claims docket pursuant to bankruptcy Rule 3002.1 (b) and Local Rule 20-3007.
2. The terms of the forbearance are as follows: Regular monthly mortgage payments starting with the May 1, 2020 through July 31, 2020 are suspended. Payment of the

escrow component of the regular monthly mortgage payments (shall also be suspended).

3. The Creditor advises that no fees will be assessed against the loan with regard to this Notice of Forbearance.
4. Prior to the expiration of the forbearance period, Debtor must either (1) request additional forbearance time under Local Rule, State or Federal Law; (2) enter into loss mitigation with Creditor; or (3) file an Amended Chapter 13 Plan which cures the arrears resulting from the forbearance period over the remainder of the Chapter 13 Plan. A copy of the Forbearance Agreement is attached hereto as exhibit "A"
5. Creditor, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period. The payment post-petition amount due at the time of this forbearance is \$568.66.
6. Creditor does not waive its rights under the terms of the note and mortgage or under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

/s/ Jerome Blank, Esquire

Jerome Blank, Esq., Id. No.49736

Phelan Hallinan Diamond & Jones, LLP

1617 JFK Boulevard, Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103

Phone Number: 215-563-7000 Ext 31625

Fax Number: 215-568-7616

Email: jerome.blank@phelanhallinan.com

June 11, 2020

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FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)**

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CERTIFICATE OF SERVICE

I hereby certify that service upon all interested parties, indicated below was made by sending true and correct copies of the Notice of Forbearance by electronic means on June 12, 2020.

CHRISTIAN A. DICICCO
Law Offices of Christian A. DiCicco
2008 Chestnut Street
Philadelphia, PA 19103

Lynn S. Poindexter
1538 West York Street
Philadelphia, PA 19132

Trustee
WILLIAM C. MILLER, Esq.
Chapter 13 Trustee
P.O. Box 1229
Philadelphia, PA 19105

U.S. Trustee
United States Trustee
Office of the U.S. Trustee
200 Chestnut Street
Suite 502
Philadelphia, PA 19106

/s/ Jerome Blank, Esquire

Jerome Blank, Esq., Id. No.49736

Phelan Hallinan Diamond & Jones, LLP

1617 JFK Boulevard, Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103

Phone Number: 215-563-7000 Ext 31625

Fax Number: 215-568-7616

Email: jerome.blank@phelanhallinan.com

June 12, 2020

Exhibit “A”



May 8, 2020

CHRISTIAN A. DICICCO
LAW OFFICES OF CHRISTIAN A. DI
2008 CHESTNUT STREET
PHILADELPHIA, PA 19103

Subject: Important information for your client(s)
Client(s): Lynn Shelby Poindexter
Case number: 1811548
Account number: [REDACTED]
Property address: 1538 W York St
Philadelphia PA 19132

Dear CHRISTIAN A. DICICCO
LAW OFFICES OF CHRISTIAN A. DI:

Enclosed is an important document(s) for your client(s). This document(s) may provide your client(s) with time-sensitive information about the account referenced above. Please forward the enclosed document(s) to your client(s) as soon as possible.

Thank you for your prompt attention to this matter. If you have any questions or need additional assistance, please call us at 1-855-844-4527, Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time.

Home Preservation Department
Wells Fargo Home Mortgage

Enclosure

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May 8, 2020

LYNN SHELBY POINDEXTER
PO BOX 5771
PHILADELPHIA, PA 19120-0271

Account Information

Online: wells Fargo.com
Fax: 1-866-590-8910
Telephone: 1-800-416-1472
Correspondence: PO Box 10335
Des Moines, IA 50306
Hours of operation: Mon.- Thu., 7 a.m. - 9 p.m.,
Fri., 7 a.m. - 8 p.m.,
Sat., 8 a.m. - 4 p.m., CT
Loan number: [REDACTED]
Property address: 1538 W York St
Philadelphia PA 19132

PLEASE NOTE: This notice is being provided for informational purposes only. As a result of at least one bankruptcy case filing that included the above referenced account, Wells Fargo Home Mortgage is NOT attempting in any way to violate any provision of the United States Bankruptcy Code or to collect a debt (deficiency or otherwise) from any customer(s) who is impacted by an active bankruptcy case or has received a discharge, where the account was not otherwise reaffirmed or excepted from discharge. THIS IS NOT A BILL OR A REQUEST FOR PAYMENT AS TO THESE CUSTOMER(S).

Your decision to discuss workout options with Wells Fargo Home Mortgage is strictly voluntary. You are not obligated to pursue any workout options discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options.

Subject: You have payment suspension for this account

Dear Lynn Shelby Poindexter:

We know that this is a challenging time as you work to protect what matters most: your health and the health and safety of the people you care for. You let us know about a financial hardship you're facing. We want you to know that we're here to help.

You may not know how you'll be affected by the spread of coronavirus (COVID-19), so we want to help by providing you with time to assess your situation. For this reason, we're providing the following short-term payment suspension for this account.

The short-term payment suspension (forbearance)

This payment relief is an immediate payment suspension - a temporary pause of the loan payments for an initial three months. Unless you receive further relief, you'll need to resume the regular mortgage payment schedule beginning on August 1, 2020.

During payment suspension:

- ó We won't charge late fees or report additional missed payments to the credit bureaus.
- ó If the account is past-due, we won't refer the account to foreclosure at this time.

Please contact us if you need assistance but don't think this short-term payment suspension is right for you.



Account Information

Loan number:

[REDACTED]

Property address: 1538 W York St
Philadelphia PA 19132

Note: If you find that you don't need this short-term payment suspension, please continue to make the normal payments. Take advantage of this payment suspension only when you really need it, because any missed payments may need to be repaid at the end of the short-term payment suspension period.

This payment suspension option is based on an incomplete application for assistance. Other payment assistance options may be available. If you would like a review for all available assistance options, you may submit a complete application, which would include information about your income and expenses. This review is available whether or not you accept this short-term payment suspension. Please contact us for more information.

After the payment suspension period ends

If you need more time at the end of the initial three-month payment suspension period, depending on the type of loan you have, you may have the option to extend the payment suspension up to an additional three months, for a total of six months. If you choose to extend the payment suspension period, all missed payments will still need to be repaid. When it comes time to repay, we'll review your financial situation and discuss options with you.

Depending on the type of loan you have and your situation, your options may include:

- ó An additional payment suspension: You may be able to continue the six-month payment suspension for up to an additional six months.
- ó A lump-sum payment: Repayment of the entire outstanding amount at once.
- ó A repayment plan: We'll divide the amount due from the amount of missed payments into manageable amounts, spread out over time.
- ó Payment deferral: We'll move the amount of the suspended payments to the end of the loan term.
- ó A loan modification: We may be able to change certain terms of the loan - such as the interest rate or the time allowed for repayment - to make payments more manageable. The modified payment amount is based on your current financial situation and takes any hardship into account.

After the payment suspension period ends, reporting the past-due status to the consumer reporting agencies, late fees, and possible foreclosure activities may begin or resume.

If you have a bankruptcy case pending, we recommend that you speak with your bankruptcy attorney to see what options may be available after the payment suspension period ends.

What you need to know about automatic payments

- ó You'll need to stop the automatic payments you're making from bill pay on *Wells Fargo Online*[®] or with any other financial institution.
- ó If you have a plan with us to automatically withdraw mortgage or home equity payments directly from your checking or savings account, you will need to cancel it right away. Or, if you choose to wait, we will cancel your drafting in approximately two business days.
- ó You'll need to set up any automatic payments or plans again once the payment suspension period ends.

Ending the payment suspension early

[REDACTED]

Account Information

Loan number:

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Philadelphia PA 19132

You can end the payment suspension at any time. If you decide to shorten the plan, or if you decide later that this is not the right solution for you, please contact us.

Short-term payment suspension impacts

- If you have an escrow account, we'll continue to make the tax and insurance payments during this time. However, the suspension of payments may result in a shortage because the escrow account won't receive ongoing funds.
- You'll continue to receive statements every 30 days that show an amount due. We're legally required to do so. The statement will refer to the short-term payment suspension under Important Messages.
- Any missed payments may affect your ability to remove the mortgage insurance premium.
- If the loan was modified under the Home Affordable Modification Program (HAMP) or Second Lien Modification Program (2MP) and a payment is not made during this time, you could lose the pay-for-performance incentives. This is because you must remain in good standing with HAMP and 2MP.
- If you have a loan modification that offers principal forgiveness that requires the loan to be current, you risk losing that benefit. Contact us to discuss your situation.
- If applying to Wells Fargo to refinance the current mortgage loan or obtain a new mortgage loan or home equity, the short-term payment suspension plan must be resolved prior to the closing of the new financing.

We're here to help

If you have questions about the information in this letter, please call us at the phone number in the account information box at the top of this letter. Thank you.

Note: As we support those impacted by COVID-19, we are experiencing longer than usual call volumes and wait times. We apologize for any inconvenience and ask for your understanding as we work to serve all of our customers. Go to wellsfargo.com/mortgageassist for up-to-date information you may need to manage the account during these challenging times.

Home Preservation Department
Wells Fargo Home Mortgage

Contact us

If you'd like to request information, notify us of an error, or share any concerns you may have about the servicing of this account, please contact us at P.O. Box 10335, Des Moines, IA 50306. Please include the account number with all correspondence.

Get free counseling to help manage expenses and avoid foreclosure.

Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to www.hud.gov/offices/hsg/sfh/hcc/fc. Or call 1-800-569-4287 (TDD 1-800-877-8339).



Account Information

Loan number:

[REDACTED]

Property address: 1538 W York St
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Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Mortgage.

Contact other servicers

As a reminder, it's important to consider contacting the servicers of any other mortgage loans that are secured by this property to discuss mortgage assistance options.

An appraisal may be required as part of this process.

When you apply for assistance on a home that is secured by a first lien, we may need to appraise the home. If we do, you'll receive a copy of any written appraisals related to this application.

Our acceptance and posting of the payments during the short-term payment assistance plan shall not constitute a cure of any outstanding balance under the loan unless such payments are sufficient to completely cure the entire outstanding balance under the loan.

All terms and provisions of the current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms. Nothing in this assistance shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

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